Huntsville, Alabama

305 Fountain Circle Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting Meeting Date: 5/22/2025 File ID: TMP-5530
Department: Water Pollution Control
Subject: Type of Action: Approval/Action
Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Ronald Finley.
Resolution No.
Finance Information:
Account Number: 6000-76-76300-501010-00000000
City Cost Amount: \$39,000
Total Cost: \$39,000
Special Circumstances:
Grant Funded: N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A
Location: (list below)
Address: N/A District: District 1 □ District 2 □ District 3 □ District 4 □ District 5 □
Additional Comments:

Meeting Type: City Council Regular Meeting Meeting Date: 5/22/2025 File ID: TMP-5530

RESOLUTION NO. 25 - ____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Special Employee Agreement by and between the City of Huntsville and Ronald Finley, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Special Employee Agreement Between the City of Huntsville and Ronald Finley," consisting of two (2) pages, and the date of May 22, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the <u>22nd</u> day of <u>Ma</u>	<u>v</u> , 2025.			
	President of the City Council of the City of Huntsville, Alabama			
APPROVED this the <u>22nd</u> day of <u>May</u> , 2025.				
	Mayor of the City of Huntsville, Alabama			

SPECIAL EMPLOYEE AGREEMENT COVER SHEET

Instructions:

- All special employee agreements submitted for review must have this Cover Sheet attached.
- Complete the cover sheet in its entirety. Include N/A when appropriate.
- Email the completed cover sheet along with all contractual documents (with attachments) to the Legal and Human Resources Departments.
- Once approved, the requesting department will add to the City Council agenda.

Date:	03/07/2025	Today's Date		
Requestor's Name:	Kerri Bevilacqua	Your Name		
Requesting Department:	Water Pollution Control	Division/Department		
Requesting GL Code:	6000-76-76300-501010-00000000	Salary Account Number		
Individual/Employee Name:	Ronald Finley	Individual/Employee Name from Agreem		
Termination Effective Date:	Prior Contract Expires 5/31/2025 (RES 24-373)	Effective Date of Termination/Retirement		
Previous Rate of Pay:	\$39.52	Rate of Pay at Termination/Retirement		
Agreement Rate of Pay:	\$ 41.66	Rate of Pay in Agreement		
Agreement Effective Date:	06/01/2025	Estimated Effective Date of Agreement		
Renewal/New Agreement: Renewal		Is this a renewal or new agreement?		

BRIEFLY STATE THE PURPOSE OF THIS AGREEMENT		
Contract agreement with retired Water Pollution Control employee for continued services in the Sewer Maintenance division, not to exceed 18 hours per week.		
LIST ANY BENEFITS PROVIDED IN THE AGREEMENT		
N/A		
TOTAL COST (list the one-time and annual recurring cost of the agreement)		
ONE-TIME: ANNUAL: \$ 39,000.00 OTHER:		
IF MULTI-YEAR AGREEMENT - BEGIN DATE: END DATE or ongoing:		
ADDITIONAL INFORMATION:		
Is this agreement associated with any other contracts or agreements currently in effect with the City of Huntsville. If YES, provide date, vendor for original contract. Yes No		
Original Contract Date: 05/23/2024 Vendor Name: Ronald Finley		
Approved as to Form		
Approval: Date:		

^{**}PLEASE NOTE – Information contained on this document may be subject to change upon approval.

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND RONALD FINLEY

STATE OF ALABAMA)
COUNTY OF MADISON)

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND RONALD FINLEY

THIS AGREEMENT is made and entered into on the <u>22nd</u> day of <u>May</u>, <u>2025</u>, by and between Ronald Finley, an individual, ("Finley") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

- 1. Finley shall be employed by the City of Huntsville as Sewer Maintenance employee and shall be classified as a "Special" employee under the City's Personnel Policies and Procedures Manual.
- 2. The term of this contract shall be for a period of one year commencing on June 1, 2025.
- 3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.
- 4. Except as specified herein, Finley shall be subject to all Policies applicable to part-time employees of the City of Huntsville.
- 5. During the term of this contract, Finley shall perform the duties and responsibilities of Sewer Maintenance special employee and shall be under the direct supervision of the Director of Water Pollution Control. Duties of the position of Sewer Maintenance special employee shall include leading and overseeing the work of other employees in demolitions, construction, maintenance, landscape, and solid waste collection. Finley shall also be responsible for automotive maintenance and shall operate a variety of heavy equipment used in construction maintenance, waste collection, and repair.

President of the City Council of the City of Huntsville, AL

Date: May 22, 2025

- 6. Finley acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Finley agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.
- 7. In consideration of the services rendered hereunder, the City shall pay Finley at the rate of \$41.66 per hour not to exceed 18 hours per week with the total sum Not to Exceed THIRTY NINE THOUSANDAND NO/100 DOLLARS (\$39,000) per year which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Finley shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Finley shall not receive any benefits available to any employee of the City except those benefits he receives as a result of being retired from regular employment with the City. Finley shall have no authorization to incur any debt or obligation on behalf of the City.
- 8. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parti	es hereto	have	executed	this	agreement	on th	ie day
and year first above written.							

Ronald Finley, an Individual

CITY OF HUNTSVILLE, ALABAMA a municipal corporation

	BY:	
	Tommy Battle	
	ITS: Mayor	
ATTEST:		
BY:	_	
Shaundrika Edwards		

ITS: City Clerk